State of Vermont
Buildings and General Services
Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA

Vendor ID 0000010786 Webb F W Co 10 Clark Rd Barre VT 05641 USA

Contract ID		Page
000000000000000000031324		1 of 4
Contract Dates		Origin
04/01/2016 to 03/31/2018		CPŠ
Description:		Contract Maximum
CPS-PLUMBING & HVAC SUPPLIES		\$9,999,999.00
Buyer Name	Buyer Phone	Contract Status
Berini.Brian Jon	802/828-2217	Approved

Phone #:

Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	PIPE AND FITTINGS (VALVES, ELBOWS, COUPLINGS, etc.) OF VARIOUS SIZES (APPROX. 1/4" TO 4") AND MATERIALS (COPPER, IRON, PLASTIC, etc.).	EA	0.01000	0.00	0.00
30% OFF RETAIL					
2	WATER HANDLING PUMPS (CIRCULATOR, SUMP, etc.) INCLUDING MOTORS AND THEIR ASSOCIATED MAINTENANCE AND ACCESSORY PARTS (TEMP AND PRESSURE CONTROLS, GASKETS, COUPLINGS, etc.).	EA	0.01000	0.00	0.00
35% OFF RETAIL					
3	BOILER AND FURNACE BURNERS FOR MULTIPLE FUELS AND THEIR ASSOCIATED MAINTENANCE AND ACCESSORY PARTS (FUEL PUMPS, FUEL VALVES, NOZZLES, IGNITER POINTS, etc.).	EA	0.01000	0.00	0.00
20% OFF RETAIL					
4	AIR HANDLING FANS AND DAMPERS INCLUDING THEIR MOTORS AND ASSOCIATED MAINTENANCE AND ACCESSORY PARTS (TEMP AND PRESSURE CONTROLS, FILTERS, GASKETS, COUPLINGS, ACTUATORS, etc.).	EA	0.01000	0.00	0.00
30% OFF RETAIL					
5	SYSTEM CONTROL DEVICES AND CONTROLLERS (SOLENOIDS, ZONE CONTROLS, THERMOSTATS, DIGITAL INTERFACES, etc).	EA	0.01000	0.00	0.00
40% OFF RETAIL					
6	HVAC MAJOR COMPONENTS I.E. FURNACES, BOILERS, FAN COILS, BASEBOARD FIN TUBE AND CABINETRY, HEAT PUMPS, etc.	EA	0.01000	0.00	0.00
30% OFF RETAIL					
7	VENTILATION COOLING AND REFRIGERATION SYSTEMS AND THEIR RELATED MAINTENANCE AND ACCESSORY PARTS (TEMP AND PRESSURE CONTROLS, GASKETS, COUPLINGS, etc.).	EA	0.01000	0.00	0.00
25% OFF RETAIL					

25% OFF RETAIL

NOTE. SEE DETAILS PAGE FOR FURTHER DISCOUNTING WITHIN RESPECTIVE CATEGORY LISTS.

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA



Vendor ID 0000010786 Webb F W Co 10 Clark Rd Barre VT 05641 USA

	Contract ID		Page
	000000000000000000031324		2 of 4
Contract Dates		Origin	
	04/01/2016 to 03/31/2018		CPŠ
	Description:		Contract Maximum
	CPS-PLUMBING & HVAC SUPPLIES		\$9,999,999.00
	Buyer Name	Buyer Phone	Contract Status
	Berini,Brian Jon	802/828-2217	Approved

Phone #:

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt
8	TOOLS NECESSARY FOR WORKING WITH ITEM	EA	0.01000	0.00	0.00
	CDOLIDS IDENTIFIED ABOVE				

20% OFF RETAIL

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT MAY BE USED WHEN AN ITEM IS NOT AVAILABLE UNDER AN EXISTING STATE CONTRACT AND UNDER THE FOLLOWING CONDITIONS:

THE ITEM IS NOT RESTRICTED BY STATUE OR ADMINISTRATIVE BULLETIN.

THE ITEM IS NOT AN ONGOING NEED OF THE DEPARTMENT THAT IS LIKELY TO BE PURCHASED ON A REGULAR BASIS.

THE INTENT OF THIS CONTRACT IS TO ALLOW FOR SMALL OR UNANTICIPATED PURCHASES. THE LIMIT FOR A SINGLE, ONE-TIME PURCHASE OR AN AGGREGATE PURCHASE OF THE SAME ITEMS IS \$3,500. INVOICES SHOULD NOT BE SPLIT IN AN ATTEMPT TO STAY UNDER THIS THRESHOLD.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA

 Contract ID
 Page

 00000000000000000000031324
 3 of 4

 Contract Dates
 Origin

 04/01/2016 to 03/31/2018
 CPS

 Description:
 Contract Maximum

 CPS-PLUMBING & HVAC SUPPLIES
 \$9,999,999.00

Contract Status

Approved

Buyer Phone

802/828-2217

Vendor ID 0000010786 Webb F W Co 10 Clark Rd Barre VT 05641 USA

Phone #:

Line # Item ID Item Desc UOM Price Qty Amt

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE

PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT

NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED;

QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE

RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

Buyer Name

Berini, Brian Jon

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15

REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

SALES POC INFORMATION: DEAN PLOUFFE 781-272-6600 EXT. 106 dean@fwwebb.com

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

TAXES DUE TO THE STATE. CONTRACTOR FURTHER CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, THE CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY, ANY AND ALL TAXES DUE THE STATE OF VERMONT.

PERFORMANCE MEASUREMENTS

- 1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE (EXAMPLE-LONGER LEAD-TIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM). THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.
- 2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THIS CONTRACT, A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.
- 3. ORDERING SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA



Vendor ID 0000010786 Webb F W Co 10 Clark Rd Barre VT 05641 USA

Contract ID		Page
000000000000000000031324		4 of 4
Contract Dates		Origin
04/01/2016 to 03	/31/2018	CPŠ
Description:		Contract Maximum
CPS-PLUMBING & HVAC SUPPLIES		\$9,999,999.00
Buyer Name	Buyer Phone	Contract Status
Berini.Brian Jon	802/828-2217	Approved

D	ho	ne	: #:
Р	nc	ne	· #:

Line # Item ID Item Desc UOM Price Qty Amt
CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW
MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI

COMMODITIES PROCUREMENT ADMINISTRATOR

PHONE: 802-828-2217 FAX: 802-828-2222 brian.berini@vermont.gov

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: